LEASE
DATED JULY 1, 2019

BETWEEN

NATIONAL LIFE INSURANCE COMPANY
LANDLORD

AND

STATE OF VERMONT
TENANT

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LEASE

This Agreement ("**Lease**") is made effective July 1, 2019, between NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation ("**Landlord**") and the STATE OF VERMONT ("**Tenant**").

1. DEMISED PREMISES

In consideration of the Rent, the Premises and the agreements of the parties as set forth in this Lease, Landlord hereby grants and leases to Tenant, and Tenant accepts and leases from Landlord, in "as is" condition, except as otherwise set forth herein, space ("**Premises**") located in certain buildings ("**Building(s)**") at the property ("**Property**") of Landlord located at One National Life Drive in Montpelier, Vermont, all upon the terms and conditions set forth in this Lease. The Buildings involved with the terms and conditions of this Lease are known as the "Main Building," the "Davis Building" and the "Dewey Building." The Buildings in which the Premises are located consist of the Davis Building and the Dewey Building, as follows:

Davis Building		
Davis Building - Level 1	14,191	SF
Davis Building - Level 2	23,666	SF
Davis Building - Level 3	24,196	SF
Davis Building - Level 4	24,138	SF
Davis Building –Level 5	24,139	SF
Davis Building - Level 6	18,848	SF
Total Davis Building	129,178	SF
Dewey Building		
Dewey Level 1	21,049	SF
Dewey Level 2	19,462	SF
Total Dewey Building	40,511	SF
Rack Space (starting count)		
Rack Space (Computer), Davis Level 1	33 Racks	

The Premises are shown on the floor plans attached as **Exhibit A**. This Lease also grants Tenant the right to use, subject to the requirements and limitations set forth herein, certain areas of the Buildings and Property, which areas include, specifically, parking areas and outdoor patio areas ("**Common Areas**"). Landlord reserves the right, from time to time, in its sole discretion, to change, increase or reduce Common Areas without affecting the Rent and other amounts due and payable by Tenant hereunder, so long as such adjustments do not substantially impair Tenant's right of access to the Premises or interfere with Tenant's right of quiet enjoyment in the Premises granted hereunder. Such adjustments may include the composition, dimensions or locations of parking areas (consistent with the terms and conditions of Section 30), service areas, walkways, roadways, corridors and other non-Premises areas, but no such adjustment shall result in a permanent reduction of the parking spaces being made available to Tenant

under this Lease, it being understood, however, that a temporary and limited loss of parking availability may result in order to allow work related to such adjustments to be executed.

Landlord reserves the right to have utilities, cabling and other infrastructure transit through the Premises to serve other areas of the Buildings and Property.

The parties acknowledge and agree that, notwithstanding anything else contained in this Lease, the square footage areas set forth above are correct and valid for the purposes of calculating the Rent payable under the Lease. Any future changes to the size of the Premises will be based on actual field measurements (of any specific addition or reduction) acceptable to both parties.

Rack Space Premises

The Rack Space portion of the Premises are subject to the following terms and conditions:

a. Rent for the Rack Space Premises shall be based on the number of equipment racks present in the Premises at the end of a calendar month, but in no event shall less than 15 racks be charged as Rent under this Lease. A "rack" is defined as a cabinet occupying 24" x 42" of floor space, containing Tenant's data processing equipment. Tenant's occupant agency, Agency of Digital Services ("**ADS**"), shall, when such amounts change from time to time, promptly notify Landlord of any increase or decrease in the number of racks installed in the Premises. Landlord has the right to inspect the number of racks at any time. Landlord shall, from time to time, "true up" (i.e. account for any differences the amounts set forth below and the totals actually due based on the number of racks in use at the end of each month) the actual rent due for the preceding time period. In the event that Tenant disagrees with the Landlord's inventory of the number of racks, Tenant agrees to contest said determination in writing within sixty (60) days of receipt of Landlord's true up invoice. If Tenant fails to contest the invoice within the above stated time limits Tenant's right to challenge shall be deemed waived and Landlord's invoice shall be final.

b. Blank racks used for the purpose of cold air control or blank panels on empty racks used for cold air will not be charged.

c. Tenant shall not make any alteration or addition to the electric systems of the Premises without first obtaining Landlord's express consent. Should Landlord grant such consent, all additional electrical current components, alterations and equipment required for Tenant's intended use shall be paid by Tenant.

d. Tenant shall comply with all present and future general rules, regulations, terms and conditions applicable to equipment, wiring and requirements in accordance with the regulations of the utility company supplying electricity to the Building.

e. Landlord's obligation to provide electricity to the Rack Space Premises is dependent upon electricity being provided to the Building by a public utility.

f. The Premises are located in a windowless subgrade floor level of the Davis Building. The Premises are being leased as generic building floor space. Nothing contained herein shall be construed to mean or imply that the Premises are to conform to any particular industry standard regarding space known or used as a "data center" facility.

g. Any equipment that Landlord has supplied in connection with the Premises, including, specifically, power supplies or conditioned power units shall be used by Tenant at its own risk. Any repair or replacement of said equipment shall be paid for solely by Landlord. Landlord is responsible for maintenance and repair of air conditioning units. All other equipment or improvements provided by Tenant or by Landlord at Tenant's request shall be paid for, repaired and maintained by Tenant.

h. Tenant acknowledges its awareness of the physical condition of the Premises, including, specifically, the configuration of the Premises with respect to their flooring system, partitions, ceilings, doors and locks, and Tenant specifically accepts full and sole responsibility for its use of the Premises as equipped and configured.

i. Except as otherwise specifically set forth above, the Premises and any equipment supplied by Landlord pertaining thereto are hereby leased and taken on an "as is" basis, with no warranty express or implied as to the Premises' or any Landlord provided equipment's suitability for any particular purpose including, specifically, their fitness or suitability for Tenant's use.

j. Landlord shall have no liability to Tenant or any other person or entity resulting from a breakdown or failure of any equipment supplied by Landlord pertaining to the Premises.

k. Tenant acknowledges that Landlord is not obligated to and shall not provide any type of access control, security, or access audit recordkeeping for the Rack Space Premises. Tenant specifically acknowledges and agrees that Landlord's use and operation of the card access security system is solely for the benefit of Landlord and that Landlord is permitting the Tenant to utilize the system "AS IS" and makes no warranty or promise as to the suitability of the system for the Tenant's needs. Should Tenant desire to provide additional security for the Premises, Tenant shall first obtain Landlord's permission which permission will not be unreasonably withheld. Such additional security will be paid for, repaired and maintained by Tenant.

l. Landlord hereby discloses and Tenant hereby acknowledges that the Premises are equipped with a water supplied fire sprinkler extinguisher system. Tenant acknowledges and accepts full risk that this type of sprinkler system could cause damage to Tenant's data, property and equipment.

m. Landlord shall not be liable or responsible to Tenant or any other person or entity for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements.

n. Tenant acknowledges that Landlord shall, from time to time, shut down certain systems serving the Premises including, specifically. electrical power systems so that those systems as well as other systems in the Building can be maintained. Landlord agrees, where possible, to provide Tenant with a minimum of 30 days advance notice of scheduled outages. Tenant accepts full responsibility for any loss or damage resulting from such system shut down events.

o. Landlord shall have no liability to Tenant or any other person or entity for the use or security of any data or information transmitted to or from the Premises or otherwise stored on any systems or equipment located in the Premises. Accordingly, under no circumstances shall Landlord have

an obligation to notify any person in the event of a security breach that compromises the confidentiality of personal information.

2. USE; MAXIMUM EMPLOYEE ALLOWANCE

The Premises shall be used and occupied by Tenant solely for the purpose of general and governmental office use by Tenant's employees and its business invitees and for no other purposes whatsoever. Landlord warrants that to the best of its knowledge Applicable Laws permit the Premises to be used for general offices. It shall be incumbent on Tenant to independently confirm that its business operations are permitted uses under Applicable Laws. The Premises shall not be used in any manner that will: (i) create any nuisance or trespass; (ii) annoy or disturb any other persons (including Landlord) occupying space at the Property or otherwise disrupt or interfere with the business operations of such persons at the Property; (iii) obstruct any corridor or other Common Area; or (iv) vitiate or alter the classification of, or increase the rate of, insurance on the Property.

The maximum number of employees that Tenant is currently allowed to employ at the Property is 816. Should Tenant desire to reconfigure the Premises to accommodate more Tenant employees, Landlord agrees to not unreasonably withhold its consent to a limited increase in the Tenant employee limits. Any such determination shall be made after Landlord's reasonable determination that such an increase will not overburden the Property's facilities, including, specifically, parking facilities. Any reconfiguration must be in accordance with the other terms and conditions of this Agreement. Tenant agrees to certify to Landlord, from time to time, within 15 days of Landlord's request, the total number of Tenant employees working at the Property.

3. TERM

The term of this Lease shall be for twelve (12) years, commencing at 12:01 AM on July 1, 2019 ("**Commencement Date**"), and ending at 11:59 PM on June 30, 2031.

4. CURRENT LEASE CANCELLATION

This Lease shall, on the Commencement Date, replace and supersede (i) that certain Lease between Landlord and State of Vermont Department of Buildings and General Services dated September 27, 2012 (the "**2012 Lease**"), including all "Schedules" pertaining thereto; and (ii) that certain Lease between Landlord and State of Vermont Department of Buildings and General Services dated August 1, 2014 (the "Rack Space Lease") (together, the "**Existing Leases**"). The parties agree that, as of the Commencement Date, the Existing Leases are hereby terminated.

Notwithstanding the foregoing, however, the premises granted to Tenant under the 2012 Lease located the on the second floor of the Main Building (the "**Main 2 Premises**") and the premises granted to Tenant under the 2012 Lease located in the Davis Building basement (the "**Davis Basement Premises**") shall remain in possession of the Tenant under the Rent reserved under the 2012 Lease but subject to the terms and conditions of this Lease for all other purposes. The term of the Main 2 Premises and the term of the Davis Basement Premises shall both expire at midnight on June 30, 2020, but Tenant shall be entitled to end the terms at any time prior to the expiration date by vacating the entire Main 2 Premises and/or the entire Davis Basement Premises in conformance with the terms and conditions of this Lease and giving Landlord written notice after the vacating is complete in which case Tenant's Rent payment

obligations for the subject premises shall likewise stop accruing. Tenant shall endeavor to provide Landlord with at least sixty (60) days advance notice of its intention to end the terms early.

5. RENT; ADDITIONAL RENT; INTEREST

Tenant covenants and agrees to pay rent to Landlord as follows:

The "**Base Rent**" shall be fixed as set forth below. Said amounts shall be payable in advance on the first day of each month, beginning on the Commencement Date of this Lease.

DAVIS RATE SCHEDULE

Davis - 12 Year

Year	Dates	Size	Base Rent/SF	Annual Rent	Monthly
1	2019-20	129,178	$18.84	$2,433,714	$202,809
2	2020-21	129,178	$19.17	$2,476,342	$206,362
3	2021-22	129,178	$19.51	$2,520,263	$210,022
4	2022-23	129,178	$19.86	$2,565,475	$213,790
5	2023-24	129,178	$20.21	$2,610,687	$217,557
6	2024-25	129,178	$18.39	$2,375,583	$197,965
7	2025-26	129,178	$18.76	$2,423,379	$201,948
8	2026-27	129,178	$19.14	$2,472,467	$206,039
9	2027-28	129,178	$19.52	$2,521,555	$210,130
10	2028-29	129,178	$19.91	$2,571,934	$214,328
11	2029-30	129,178	$20.31	$2,623,605	$218,634
12	2030-31	129,178	$20.72	$2,676,568	$223,047

DEWEY 1 RATE SCHEDULE

Dewey 1 - 12

Year	Dates	Size	Base Rent/SF	Annual Rent	Monthly
1	2019-20	21,049	$12.91	$271,743	$22,645
2	2020-21	21,049	$13.13	$276,373	$23,031
3	2021-22	21,049	$13.35	$281,004	$23,417
4	2022-23	21,049	$13.58	$285,845	$23,820
5	2023-24	21,049	$13.81	$290,687	$24,224
6	2024-25	21,049	$12.14	$255,535	$21,295
7	2025-26	21,049	$12.38	$260,587	$21,716
8	2026-27	21,049	$12.63	$265,849	$22,154
9	2027-28	21,049	$12.88	$271,111	$22,593
10	2028-29	21,049	$13.14	$276,584	$23,049
11	2029-30	21,049	$13.40	$282,057	$23,505
12	2030-31	21,049	$13.67	$287,740	$23,978

DEWEY 2 RATE SCHEDULE

Dewey 2 - 12

Year	Dates	Size	Base Rent/SF	Annual Rent	Monthly
1	2019-20	19,462	$16.91	$329,102	$27,425
2	2020-21	19,462	$17.21	$334,941	$27,912
3	2021-22	19,462	$17.52	$340,974	$28,415
4	2022-23	19,462	$17.83	$347,007	$28,917
5	2023-24	19,462	$18.15	$353,235	$29,436
6	2024-25	19,462	$16.56	$322,291	$26,858
7	2025-26	19,462	$16.89	$328,713	$27,393
8	2026-27	19,462	$17.23	$335,330	$27,944
9	2027-28	19,462	$17.57	$341,947	$28,496
10	2028-29	19,462	$17.92	$348,759	$29,063
11	2029-30	19,462	$18.28	$355,765	$29,647
12	2030-31	19,462	$18.65	$362,966	$30,247

RACK SPACE (Rent to be based on the number of rack in use at the end of a calendar month, but in no event less than 15)

Rack - 12 Year

Year	Dates	Number of Racks	Price / Rack	Annual Rent	Monthly
1	2019-20	33	$382.55	$12,624	$1,052
2	2020-21	33	$392.11	$12,940	$1,078
3	2021-22	33	$401.91	$13,263	$1,105
4	2022-23	33	$411.96	$13,595	$1,133
5	2023-24	33	$422.26	$13,935	$1,161
6	2024-25	33	$432.82	$14,283	$1,190
7	2025-26	33	$443.64	$14,640	$1,220
8	2026-27	33	$454.73	$15,006	$1,251
9	2027-28	33	$466.10	$15,381	$1,282
10	2028-29	33	$477.75	$15,766	$1,314
11	2029-30	33	$489.69	$16,160	$1,347
12	2030-31	33	$501.93	$16,564	$1,380

The Base Rent shall be paid to Landlord in advance, without previous notice or demand thereof, and without deduction or set off, with the monthly installments due and payable on the first of each month during the term hereof.

All sums other than Base Rent that shall become payable by Tenant hereunder shall be considered "**Additional Rent.**" Additional Rent shall be payable within thirty (30) days of receipt of invoice from Landlord if it is to be paid as a lump sum. Alternatively, Additional Rent pertaining to improvements to the Premises requested by Tenant and approved by Landlord and costing in excess of $100,000 may be

amortized (with interest at then prevailing commercial prime rate) over a term to be agreed upon by the Landlord and Tenant within the remaining term of the Lease. Any failure on the part of Tenant to pay such Additional Rent as and when due shall entitle Landlord to the same remedies available to it for non-payment of Rent. All invoices will be presented in writing to Tenant's Notice address and will provide for a due date of not less than thirty (30) days. Any amount Rent or Additional Rent due hereunder that remains unpaid after the due date therefor, shall bear interest at the rate of 1% per month (compounded monthly) until paid.

The covenant to pay Base Rent and Additional Rent (together, herein, "**Rent**") is independent of any other obligations of Tenant or Landlord and Tenant is not entitled to any abatement or reduction in Rent except as expressly provided for herein. Rent due for any period that is less than one month will be prorated. Rent and all other sums payable to Landlord under this Lease shall be paid at the following address:

National Life Insurance Company
Investment Accounting
One National Life Drive
Montpelier, VT 05604

Landlord may from time to time designate in writing, other persons to whom or places at which the Rent is to be paid.

6. TERMINATION RIGHTS, PARTIAL (DEWEY BUILDING; RACK SPACE PREMISES)

Tenant shall have the right to terminate its occupancy (and respective Lease obligations) of Premises located in the Dewey Building on the following conditions:

a. Any such termination shall be provided by written notice to Landlord of not less than 180 days.

b. Tenant shall not then be in default under any of the material terms and conditions of this Lease.

c. If Tenant shall seek to terminate less than one entire level of the Dewey Building Premises, only separately "demisable" areas shall be terminated. Any such termination shall be subject to Landlord's reasonable satisfaction with the demisability of the terminated premises. Tenant shall pay for all reasonable costs necessary to make the terminated premises useful for another tenant, including costs to construct or move partitions, doors, ceilings, flooring, electrical, etc., such that the terminated areas are separately "demisable."

Tenant shall have the right to terminate its occupancy (and respective Lease obligations) of Premises associated with the Rack Space on the following conditions:

d. Rack Space leased Premises may be terminated only in its entirety.

e. Any such termination shall be provided by written Notice to Landlord of not less than ninety (90) days.

7. TERMINATION RIGHTS (ENTIRE LEASE)

Except as otherwise specifically set forth herein (e.g., Casualty, Section 13 below; Condemnation, Section 15 below; Termination Rights, Partial, Dewey and Rack Space, Section 6 above; Repairs by Landlord, Section 18 below; and Default; Remedies, Section 19, below) this Lease is non-terminable and binding on the parties hereto and their permitted successors and assigns. Notwithstanding the foregoing, (i) in order to protect Tenant against the possibility that a Buyer may not have the ability or willingness to meet all of Landlord's obligations under this Lease, and (ii) in order to minimize the disruption and uncertainty that a cancellation right will have on the possibility of sale of Buildings by Landlord, the parties agree that the Lease may be terminated on the following conditions:

a. Option to Terminate on Sale. If Landlord shall sell the Main Building, the Davis Building or the Dewey Building to an arm's length third party ("**Buyer**") [as opposed to (i) a sale to an affiliate of Landlord or to a co-owner together with Landlord or any affiliate of Landlord so long as in any such instance Landlord then controls, directly or indirectly, the successor owner; or (ii).a merger of Landlord into another company or a sale of all or substantially all of Landlord's assets to another company], then either Buyer or Tenant, subject to the "Pre-Sale Notice and Waiver Provisions" set forth below, shall have the right to terminate this Lease by giving written notice to that effect to the other within thirty (30) days of consummation of such sale and whereupon Tenant shall then vacate the Premises in compliance with the remaining terms and conditions of this Lease within one hundred and eighty (180) days of the date of such notice.

b. Pre-Sale Notice and Waiver Provisions. Landlord may, however, at any time prior to thirty (30) days before any such sale, provide Tenant with written notice of Landlord's intent to sell the Main Building, the Davis Building or the Dewey Building and indicate in such notice whether or not such Buyer would intend to terminate the Lease upon such sale (a "**Pre-Sale Notice**"). Upon receipt of such Pre-Sale Notice, Tenant shall then have thirty (30) days in which to determine whether it will elect to terminate the Lease if the proposed sale actually occurs and give notice to Landlord of its decision within the said 30 day time period. If Tenant indicates its intention to terminate the Lease upon the occurrence of such prospective sale, it shall be deemed to have preserved its right to exercise its option to terminate the Lease upon the actual occurrence of the sale. If Tenant's response to the Pre-Sale Notice indicates that it would not elect to terminate the Lease upon the occurrence of such sale then both Tenant and Buyer shall be barred from invoking the option to terminate provided for above in Subsection a. If Tenant fails to respond to a Pre-Sale Notice, then Tenant shall be deemed to have waived its right to terminate as provided for in Subsection a. above, but the Buyer's right to invoke its right to terminate shall be preserved.

c. Time. Time is of the essence concerning the provisions of this Section.

d. Tenant Improvements. Any balance remaining on any Tenant improvements financed by Landlord as per Section 5 above, shall be paid in full by Tenant at the time it vacates the Premises pursuant to the cancellation provisions of this Section.

e. Expiration of Rights. This Section shall expire in its entirety at 11:59 PM on June 30, 2022.

8. LAWS AND ORDINANCES

Tenant shall comply with all applicable ordinances, laws, rules and regulations of any municipality, county, state or federal governmental entity now or hereafter promulgated ("**Applicable Laws**") that (i) relate to the physical condition of the Premises, but only to the extent that such Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or (ii) do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy and illegal business operations.

9. HAZARDOUS SUBSTANCES AND DEVICES; SAFETY

Tenant shall not keep any substances designated as, or containing components designated as, hazardous, toxic or harmful and/or subject to regulation under Applicable Laws ("**Hazardous Substances**") on the Property or any machinery, equipment or device that is not normally found in a typical business office setting and which is, by its design or nature dangerous or which requires special expertise or training in order to operate or keep such machinery, equipment or device in a safe condition ("**Hazardous Devices**") without Landlord's express written consent. Tenant may request, from time to time during the term of the Lease, permission from Landlord to keep and use Hazardous Substances or Hazardous Devices on the Property. Such request shall include Material Safety Data Sheet for such substance or a Product Safety Data Sheet for any Hazardous Device along with such other information about how the subject substance or device is intended to be used or maintained on the Property. With respect to any Hazardous Substance or Hazardous Device that Landlord permits Tenant to keep on the Property, Tenant shall promptly, timely and completely comply with all Applicable Laws or Rules and Regulations (a) regarding such storage, and (b) requiring reporting and record-keeping and Tenant shall submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities.

Tenant shall have full responsibility for any loss, damage or injury arising out of its possession of Hazardous Substances, Hazardous Devices on the Property, regardless of whether permission to maintain such Hazardous Substances or Hazardous Device has been requested from and granted by Landlord. Tenant agrees that Landlord shall have no responsibility or liability for any loss, damage, or injury resulting from Landlord's grant of consent with respect to possession of Hazardous Substances or Hazardous Devices, on the Property. Notwithstanding the foregoing, Landlord reserves the right to further limit the presence on the Property of substances and devices that Landlord, in its reasonable discretion, determines are hazardous to the safety of Landlord, its employees, the employees of other tenants and visitors to the Property.

Nothing shall prevent the Tenant from implementing additional limitations on Tenant's employees on the Premises regarding Hazardous Substances and Devices, including firearms, weapons or explosive devices.

Uniformed officers and other persons certified by the Criminal Justice Training Council and authorized to carry firearms are permitted to carry firearms and weapons on the Premises.

10. IMPROVEMENTS BY LANDLORD: TENANT IMPROVEMENTS; PROPERTY IMPROVEMENTS

a. Premises Improvements. Landlord and Tenant agree that Tenant may request work to be done to the Premises as future Tenant Improvements. Landlord will not unreasonably withhold approval of this future work, which shall be done at the sole cost of the Tenant. Such Tenant Improvements shall be paid for as Additional Rent, which shall either be paid as a lump sum or amortized, pursuant to Section 5 above.

b. Property Improvements. In addition to the Premises Improvements set forth above, Landlord agrees to make and allow Tenant and its employees to use, the following improvements:

Landlord agrees to install 4 new electric vehicle (EV) charging stations on the second floor of the parking garage, directly adjacent to the existing EV charging station locations. Each station will supply charging capacity to 2 parking spots, for a total of 8 new EV parking spots. This will bring the total number of EV parking spots on the second floor of the parking garage to 12. Tenant agrees to dedicate these 8 new spots to fleet motor pool EVs, and to confine fleet motor pool EV parking to these spots. Construction of these new EV stations will be completed as soon as reasonably practical, but not later than December 31, 2020, subject to Landlord's ability to obtain any and all relevant permits and approvals. Tenants and its employees shall be allowed full access to the charging stations under reasonable operating rules and conditions to be established from time to time by Landlord.

c. Furniture. Title to all of the furniture supplied by Landlord for the Premises as set forth in the Existing Leases is hereby transferred to Tenant and Tenant hereby releases Landlord from all liability and responsibility (past, present and future) for such furniture, including, but not limited to, maintenance and repair. Tenant acknowledges its assumption of ownership of said furniture and agrees that it shall be responsible for removing same from the Property at the conclusion of this Lease.

11. FLOOR LOADS; EQUIPMENT; ELECTRICAL AND HVAC LOADS

Tenant shall not place a load upon the floor of the Premises exceeding eighty (80) pounds per square foot without Landlord's prior written consent. Business machines, mechanical equipment or other property belonging to Tenant which cause vibration, noise, cold, heat or fumes that may be transmitted to the Building structure or to any other space therein to such a degree as to be objectionable to Landlord or to any other tenant in the Building shall be placed, maintained, isolated, stored and/or vented by Tenant at its sole expense so as to absorb and prevent such vibration, noise, cold, heat or fumes in a manner acceptable to Landlord.

Except for all equipment, computers, appliances, data servers and other like equipment already being used in the Buildings by Tenant under the Existing Lease, Tenant will not install or operate in the Premises any other electrically operated equipment or other machinery, other than personal computers, computer printers, copy machines, facsimile machines, electric typewriters and adding machines and such other small electrically operated office equipment as is used in modern offices, without first obtaining the prior written consent of Landlord, who may condition such consent upon the payment by Tenant of Additional Rent in compensation for any excess consumption of water and/or electricity or wiring as may be occasioned by the operation of said equipment or machinery; nor shall Tenant install (or permit any other person to install) any other equipment whatsoever which will or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system,

air conditioning system or the electrical system of the Premises without the prior written consent of Landlord. Due to safety and sanitation maintenance reasons, microwave ovens, refrigerators, coffee makers, hot plates, hot water kettles and other food storage or preparation appliances or equipment shall not be used in the Premises outside of designated "break areas" without Landlord's written consent. Any consent issued by Landlord with respect to such devices shall be subject to modification or revocation if the food related activities are later found to be undesirable by Landlord. The use of electric space heaters and electric fans in the Premises is not allowed.

Any damage to the Premises or the Property caused by Tenant's violation of any of the requirements set forth in this Section or resulting from any work or reconfiguration undertaken by Tenant or any of its contractors shall be paid for by Tenant.

12. ALTERATIONS

Tenant shall make no alterations or changes, structural or otherwise, to any part of the Premises the Building or the Property, without Landlord's written consent. Request for such consent shall be accompanied by plans stating in detail precisely the nature of the proposed alterations. In the event that Landlord grants such consent, Tenant shall comply with all Applicable Laws, specifications and other requirements which Landlord may impose with respect to such alterations.

13. CASUALTY

a. Damage to Premises. Tenant will give immediate notice to Landlord of fire or other casualty damage to the Premises. Landlord will repair the Premises. Tenant will be obligated to pay pro-rata Rent for the portion of the Premises it can reasonably occupy after the occurrence of such damage. If the Premises are damaged and reasonably require more than 180 days to repair, as determined by Landlord's architect, either Landlord or Tenant shall have the option to terminate this Lease by giving written notice within 60 days after the date of the damage. This Lease shall then terminate either 180 days after receipt of the notice or the date Tenant vacates the Premises, whichever is sooner. If the estimated repair time is 180 days or less and Landlord diligently pursues repair, Tenant may not terminate if repair time runs over 180 days due to causes beyond Landlord's control. If Landlord has other space available at the Property, Landlord shall make reasonable efforts to provide temporary space to Tenant to offset such areas that cannot be occupied by Tenant during such repair period. Tenant shall be obligated to pay pro-rated Rent and Additional Rent on all temporary space occupied by Tenant.

b. Negligence of Tenant. An "**Insured Loss**" is damage caused by an event which is covered by insurance. If casualty damage occurs which is not an Insured Loss and is due to a negligent or willful act or omission of Tenant or its employees or visitors, then Tenant shall pay for the reasonable costs and expenses incurred by Landlord to repair the damage and will further remain responsible for payment of the full Rent during repair. Termination under Paragraph 11 (a) will not be available to Tenant. The provisions of this Paragraph are subject to the limitations provided in the Vermont Tort Claims against the State Act, 12 VSA Chapter 189.

c. Abatement. No reduction of Rent will be allowed by reason of injury to Tenant's business or otherwise arising from the necessity of repairs any portion of the Property after a casualty. Landlord shall, to the extent reasonably possible while conducting such work, protect Tenant's right of quiet enjoyment for the remaining (undamaged) Premises under this Lease during such repairs of the Premises.

14. BUILDING CONSTRUCTION AND IMPROVEMENTS

Tenant acknowledges that, from time to time during the term of the Lease, Landlord may need to engage in construction and repair projects at the Property. Those projects may result in some degree of noise, disturbance, and inconvenience to Tenant and other tenants in the Buildings. Landlord agrees to take reasonable steps to minimize any noise, disturbance and inconvenience to Tenant as a result of such work, providing the same level of care and effort to mitigate disruption as Landlord would provide for its own employees and business operations. On occasion, such construction shall necessitate that Landlord enter into Tenant's Premises to complete the work, including, but not limited to, any electrical, communications cabling, plumbing or possible structural changes necessary for the subject project. Prior to any such entry, unless necessary for bona fide emergency reasons, Landlord shall provide advance notice to and coordinate such entry so as to minimize, to the extent reasonably possible, any material disruption to Tenant's business. Should any such work result in the loss of usable space or functionality, the parties agree that the Rent shall be adjusted proportionately to reflect such loss of value.

15. CONDEMNATION

a. Permanent Condemnation. If the Premises, or a material part thereof, are taken under eminent domain, or sold under threat thereof (herein both called "**Condemnation**"), Landlord may opt to terminate this Lease. If Landlord does not terminate and the Condemnation takes more than 10% of the Premises, making the remaining space unfit for Tenant's use, Tenant may opt to terminate this Lease as of the date the condemning authority takes possession. If neither party terminates as above provided, this Lease will remain in full force and effect as to the portion of the Premises remaining with the Rent proportionately reduced. Any award from a Condemnation shall belong solely to Landlord. Tenant, however, is entitled to seek a separate award for damage to Tenant's fixtures and removable personal property and moving expenses, or any other claim or loss, provided any award relating thereto does not lessen Landlord's award. If the Lease is not terminated, Landlord will repair damage to the Premises caused by Condemnation (other than damage to Tenant's fixtures and personal property).

b. Temporary Condemnation. Upon Condemnation of all or a part of the Premises for temporary use by the condemning authority, the Rent and Additional Rent payable under this Lease shall be abated so as to fairly reflect the temporary loss of use. Landlord shall be entitled to the award for such use and to any award made in compensation for the cost of putting the unaffected portion of the Premises into condition for use during the Condemnation, or for restoring same after such Condemnation. It is a condition of Tenant's right to an abatement, as above provided, that Tenant assign to any and all claims that it may have against the condemning authority. If Tenant receives restoration funds from the condemning authority, it will deliver the funds to Landlord within fifteen (15) days of such receipt.

16. ROOF RIGHTS

No right to use the roof space of the Buildings on the Property is granted to Tenant as part of this Lease and any existing rights are hereby terminated. However, Landlord shall not unreasonably withhold approval if Tenant requests to lease roof space in the future subject to mutually agreeable terms and conditions, including additional Rent.

17. MAINTENANCE OF CONDITION

Tenant agrees to maintain the Premises in good order and condition during the Lease term, and at the expiration or other termination of the term hereof, will surrender the same and all keys, locks and fixtures (except non-leased furniture and personally belonging to Tenant or its employees) in good order and condition, as the same are now or shall be in at the Commencement Date, ordinary wear and tear excepted.

18. REPAIRS BY LANDLORD

Landlord shall keep the Common Areas of the Building in good and clean order and condition and shall also be responsible for maintaining and repairing the building exterior, roof, structural portions of the Building together with the plumbing, electrical and heating systems.

Tenant shall give Landlord written notice of any defects in the demised Premises (that are not attributable to any casualty as set forth in Section 12, above) that may come to its attention that are Landlord's responsibility herein, and such defects shall be remedied by Landlord, at the expense of Landlord, with due diligence. Landlord shall commence such remedy within 30 days of such notice and diligently proceed to complete same within 30 days, unless the nature of the defect reasonably requires additional time to resolve, in which case Landlord shall have such additional time, provided that it diligently and continuously pursues such remedy. In no event, however, shall Landlord's additional time exceed 90 days from such notice from Tenant for any defect that materially affects the use and tenantability of the Premises. Should Landlord fail to make any repairs to the demised Premises as required above, Tenant may, at its option, provide written notice to Landlord of Tenant's intent to terminate on account of Landlord's failure to perform. Following such notice, if Landlord then fails to remedy such defect within 30 days, Tenant shall be entitled, within 30 days, to issue written notice to Landlord terminating this Lease, whereupon Tenant shall then vacate the Premises within 180 days following such notice. If Tenant fails to vacate as specified above and Landlord shall, in the interim, effectuate said remedy, then this Lease shall not terminate. If Landlord has not accomplished such remedy in the interim and Tenant has not vacated, Tenant shall then be entitled to reissue notice anew (with the procedure specified at the beginning of this Section) for any such failure, and the parties shall then be entitled to again give and receive the notice and cure periods set forth herein. Nothing contained herein shall be construed to deny Tenant the right to obtain injunctive relief to compel Landlord to make such repairs as are required under the terms of this Lease.

19. DEFAULTS; REMEDIES

The following events shall constitute a default by Tenant under this Lease: (i) if Tenant shall fail to pay any Rent or Additional Rent hereby reserved when due and such failure is not cured within thirty (30) days after written notice to Tenant; or (ii) if Tenant shall fail to substantially comply with any term, provision or covenant of this Lease, other than the payment of Rent or Additional Rent and shall not cure such failure within thirty (30) days after written notice to Tenant. If Tenant is late in making any of its payment under this Lease more than one time in any calendar year, Landlord shall be entitled to impose a late fee of 5% of the scheduled payment amount to compensate Landlord for the costs, expenses, and disruption caused by such late payment. The parties agree that the specified late fee percentage charge is a correct and reasonable amount to compensate Landlord for the cost, expense, and disruption caused by such late payment.

Landlord shall not exercise any remedies against Tenant by reason of default under this Lease unless and until Landlord shall have given to Tenant written notice of such default and unless Tenant shall have failed to remedy such default within such time period as is provided for in this Section. Upon the occurrence of any such default and failure of Tenant to cure within the notice and time periods provided for above, Landlord shall have the option to pursue any one or more of the following remedies without further notice or demand:

a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon the take possession of the Premises and expel Tenant and any other person who may be occupying the Premises or any part thereof.

b. Take possession without terminating the Lease, in which event Landlord may enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant and any other person who may be occupying the Premises or any part thereof from obligation hereunder and relet the Premises at any rental readily obtainable, and receive the Rent therefor. In such event, Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such reletting.

Resort by Landlord to of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law nor shall pursuit of any remedy constitute a forfeiture or waiver of any Rent due to Landlord or of any damages accruing to Landlord by reason of the violation or breach of any of the terms, provisions and covenants of this Lease. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of this Lease. Forbearance by Landlord to enforce one or more of the remedies provided upon a default shall not be deemed or construed to constitute a waiver of such default.

Nothing herein contained shall limit the rights of the parties hereto to seek immediate injunctive relief to enjoin any breach or violation of any of the terms and conditions of this Lease which could, if unrestrained, cause damage to the Property or to the business operations of Landlord, Tenant, or any other tenant in the Property.

In the event of default by Landlord under any of its duties or obligations hereunder, Tenant shall be entitled to all of its rights and remedies provided for herein and as otherwise provided for by Vermont law.

All costs and expenses incurred by either Landlord or Tenant in enforcing their respective rights or remedies hereunder shall be recoverable by the prevailing party in any action relating thereto.

20. SERVICES OF LANDLORD

Except as otherwise provided for herein, Landlord, shall, at its own expense, furnish reasonably adequate electric current, hot and cold water, sewer, heating fuel and lavatory supplies during normal business hours, and its usual and standard cleaning and janitorial service after business hours. Landlord further agrees to furnish heat and air conditioning in its judgment sufficient to reasonably cool or heat the Premises during Landlord's office hours in the Building, Monday through Friday, excepting holidays

observed by Landlord or Tenant. However, Landlord shall not be liable for failure to furnish or for suspension or delay in furnishing such services due to breakdown, maintenance, repair work, strike, riot, civil commotion, acts of God or any other cause beyond the reasonable control of Landlord. Tenant acknowledges that Landlord does not control the consistency or availability of public utilities, such as electricity, natural gas, domestic water, or sewerage, and as such, acknowledges that outages or limitations of these services are beyond the control of Landlord. Tenant acknowledges that Landlord has certain ability to generate electricity within the Building and Property through alternative sources but that Landlord has no obligation to provide such alternative electricity to Tenant. Tenant acknowledges that Landlord may utilize such alternative electricity for Landlord's own interests or the interests of other tenants of the Building or Property without being obligated to provide such alternative electricity to Tenant.

21. SECURITY SERVICES

Landlord at its expense agrees to provide Tenant access to the existing security services as follows ("**Security Services**"): Said security services will be provided on all weekdays that Tenant is open for business in the Building. The security guards will be available to provide substantially the following services: (a) security guard in the Davis Building lobby from approximately 6:30 a.m. until approximately 5:00 p.m. to provide visitor sign in and passes to the Building, it being Tenant's obligation to provide any specific instructions to Landlord regarding limitation of visitor access and (b) provide random supervision of the area outside of the Building; and, (c) provide random security services coverage outside of the Dewey Building. All start and ending times and scope of services is subject to change without notice on account of accident, illness, weather, acts of God or due to Landlord's right to temporarily redirect said security service personnel to other activities as a result of weather, illness or absence of personnel, or other events taking place on the Property.

The parties agree that the Security Services described hereunder are being provided at and for the convenience of Tenant. Landlord assumes no liability to Tenant for the Security Services. Tenant shall also have, at all times during the term of this Lease the right to obtain, at its sole expense, additional security services. In such event, Tenant agrees to obtain Landlord's advance written consent to such additional security services to ensure that will have no adverse effect or impact on the Common Areas or the Property before they are implemented, which consent Landlord agrees to not unreasonably withhold. Tenant does hereby agree and covenant not to sue Landlord and its directors, officers, employees and agents by reason or on account of the activities of the security services provided under this Lease.

22. INSURANCE; LANDLORD'S OBLIGATIONS

Landlord will at all times during the term of this Lease maintain commercial general liability insurance for claims relating to occurrences on, in, or about the Premises and the Property. Such insurance shall afford protection of not less than TEN MILLION DOLLARS ($10,000,000) per occurrence with respect to bodily injury or death and property damage. . Landlord's liability to Tenant for any claim for injury to persons or property arising out of or in any way connected to this Lease shall be limited to the amount of insurance coverage specified in this section.

Tenant will be provided with a certificate of insurance evidencing the above specified coverage. The policy shall expressly provide that it is not subject to invalidation of Tenant's interest by reason of any

act or omission on the part of Landlord. Coverage under all such policies shall be primary and not dependent on or subject to coordination with coverage available from any other source.

23. INSURANCE; TENANT'S OBLIGATIONS

Tenant will at all times during the term maintain liability insurance, against claims relating to occurrences on, in, or about the Premises, and the Property. Such insurance shall afford protection of not less than TEN MILLION DOLLARS ($10,000,000) per occurrence with respect to bodily injury or death and property damage. Tenant's liability for any such claim shall be subject to the terms and conditions of the Vermont Tort Claims against the State Act, 12 VSA Chapter 189, but Tenant shall not interpose any defense based on the Vermont Tort Claims against the State Act that would impede or prevent Landlord from recovering for claims up to the amount of insurance coverage specified above. All such coverage shall be provided on a primary and noncontributory basis.

Landlord will be provided with a certificate of insurance evidencing the above specified coverage, naming Landlord as an additional insured. If Tenant fails to maintain the required insurance Landlord may, at its option, place insurance providing the above specified coverage at Tenant's expense as an Additional Charge. Coverage under all such policies shall be primary and not dependent on or subject to coordination with coverage available from any other source.

Tenant assumes all risk of loss or damage to Tenant's property; including but not limited to equipment, inventory, furniture and fixtures, records, tenant improvements and personal property of Tenant's employees and other personal property in Tenant's care, custody or control, loss of income, profits or goodwill.

Furthermore, Tenant agrees to pay for any increased insurance premiums incurred by Landlord resulting from any activities by Tenant on the Property for which Landlord is entitled to review and provide consent. Such activities shall include, by way of example, but not limitation, provision of alcoholic beverages, maintenance of Hazardous Materials or Hazardous Devices.

24. SELF INSURANCE

Landlord and Tenant agree that either of them may satisfy the above insurance requirements through a program of self-insurance (or a combination of both self-insurance and third party insurance) under terms and conditions reasonably acceptable to the parties.

25. WAIVER OF SUBROGATION

Landlord and Tenant each waives, to the fullest extent permitted by law, any right of recovery against the other party, and releases all claims arising in any manner in its favor and against the other party for any loss or damage to the injured party's property (real or personal) located within or constituting a part of or all of the Building(s). The parties further agree to have their respective insurers waive any rights of subrogation that such insurers may have against the other party, including, specifically, but not limited to, coverage under each party's general liability, business auto, workers compensation and umbrella insurance policies. This waiver of subrogation shall apply to insurance coverage provided by private sector insurers, and, also, by the parties themselves if the self-insurance provisions set forth herein are implemented. This waiver and release applies to the extent the loss or damage is covered by: (i) the

injured party's insurance; or (ii) the insurance the injured party is required to carry hereunder, whichever is greater. This waiver and release does not apply to claims caused by a party's willful misconduct.

26. ASSIGNMENT AND SUBLETTING

a. Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void as against Landlord, and shall constitute a breach of the Lease.

b. Occupancy by Other Tenant Agencies. Tenant may substitute other State of Vermont agencies and divisions for the initial agencies and divisions taking occupancy upon notice to and approval by Landlord, which approval shall not be unreasonably withheld. The initial agencies and divisions approved for occupancy are set forth on **Exhibit D** attached hereto. Tenant acknowledges that Landlord operates the Property as a "Class A" office facility, housing Landlord's own business operations as well as those of select office tenants and that Landlord has no obligation to accept occupancy by tenants whose presence or business operations would not, as determined by Landlord in its discretion, be compatible with Landlord's use of the Property.

c. No Release of Tenant; No Waiver. Regardless of Landlord's consent, no subletting or assignment will alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant. Acceptance of Rent from Tenant at any time or from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting.

27. NO EMPLOYEE BENEFITS FOR LANDLORD

Landlord understands that the State of Vermont as Tenant will not provide to Landlord any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers' compensation, or other benefits or services available to state employees, nor will the State of Vermont withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Lease. Landlord understands that information as to Lease income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

28. SIGNS

No sign, advertisement or notice (including informal or temporary flyers) shall be posted, inscribed, painted, affixed or otherwise displayed on the Property (including on the windows or exterior walls of the Buildings or in any common areas of the Building, including elevator cars), except approved directories and signage on office and room doors, and then only in such places, numbers, sizes, color and style as are approved by Landlord and which conform to all Applicable Laws. Any and all permitted signs shall be installed and maintained by Landlord at Tenant's expense.

29. RULES AND REGULATIONS

Tenant shall at all times comply with the Rules and Regulations set forth on **Exhibit** B attached hereto, and with any additions thereto and modifications thereof adopted from time to time by Landlord and each such rule or regulation shall be deemed to be a covenant of this Lease to be performed and observed by Tenant. Landlord shall not be liable for other tenants' failure to abide by the rules and regulations. Except for changes to Rules and Regulations required in order to prevent imminent injury or damage to persons or property, Landlord agrees to provide Tenant with not less than 30 days advance written notice of any changes to the rules and regulations.

30. PARKING

Landlord and Tenant each acknowledge and understand that parking facilities at the Property are limited in amount and location and they acknowledge that, from time to time, based on the parties' business activities, available parking spaces may not be as conveniently located as the parties and their respective employees and visitors might desire.

The following conditions shall apply to the use and management of the parking facilities:

a. Except as otherwise provided for below, parking facilities shall be used only by Landlord's employees and invitees and by Tenant's employees who are located in the offices of the agencies and divisions occupying space at the Property under the Lease together with such agencies' and divisions' business invitees. Other employees of Tenant who are not visiting other Agencies or Departments as invited guests shall not use the parking facilities without Landlord's express written consent. Other employees of Tenant's agencies and divisions permitted for occupancy under the Lease may use the parking facilities only when present on the Property for Tenant business. Tenant agrees to advise all of its other agencies and employees that parking at the Property by persons other than on-site employees and visitors is prohibited.

b. Vehicles owned by Tenant and in connection with the activities of the of the agencies and divisions occupying space at the Property under the Lease **"Fleet Vehicles"** may be parked in the parking facilities as follows: From July 1, 2019 to July 1, 2020, all of Tenant's fleet vehicles (with the exception of the electric vehicles identified in Section 10 (b)) shall be parked on the Property in the "lower lot", located across National Life Drive and sometimes referred to as the "lower parking lot" or "overflow lot." Tenant shall be responsible for the provision of and payment for snow plowing services needed in the lower lot. Tenant shall perform spring maintenance activity on the lower lot for the purpose of repairing damage caused by plowing operations prior to June 30, 2020.

c. Beginning July 1, 2020, Landlord will provide 30 dedicated parking spaces on the first floor of the parking garage for Tenant's fleet vehicles. These are separate and apart from the eight (8) spaces for the electric vehicles identified in section 10 (b) at the location of the charging stations. Tenant will ensure that all fleet vehicles are parked in the designated spaces. Tenant hereby acknowledges and agrees that fleet vehicles parked in locations other than the designated spaces are subject to enforcement actions (including towing). Notifications of enforcement activities will be shared with the office of the Commissioner of the Department of Buildings and General Services for follow up and appropriate action. Landlord will make good faith and commercially reasonable efforts to give the Tenant a reasonable opportunity to cure prior to towing.

d. After July 1, 2020, Tenant shall no longer be responsible for snow plowing or other maintenance services needed in the lower lot.

e. After July 1, 2020, if Tenant is found to be parking fleet vehicles in parking spaces other than the 30 dedicated spaces specified in (c) above, or in parking spaces for fleet vehicles at other locations as determined by the Landlord, the Landlord shall notify the Commissioner of Buildings and General Services of the parking violations so the Commissioner will have the reasonable opportunity to cure the issue to the Landlord's satisfaction. If the tenant continues to park fleet vehicles in undesignated parking spaces, the Landlord may at its sole discretion require Tenant to revert to parking the permitted fleet vehicles in the lower lot and resume responsibility for snow plowing and maintenance services needed in the lot for the remainder of the term of this Agreement.

f. When Tenant's employees use on-site fleet vehicles, they shall endeavor to park their personal vehicle (as applicable) in the space that was occupied by the fleet vehicle to minimize the usage of total parking facilities.

g. Tenant shall support and cooperate with Landlord's initiatives to promote ride sharing programs and utilization of public transportation facilities such as busses.

h. Tenant shall require its employees to maintain parking tags (supplied by Landlord) in their vehicles when using the parking facilities. Parking tags shall, upon termination or transfer of Tenant's employees, be returned by Tenant to Landlord.

i. Tenant agrees to provide Landlord with the names, work addresses, make of vehicles and license plate numbers of each Tenant employee. Such information will be maintained on a current basis and recertified by Tenant from time to time, on a schedule reasonably acceptable to Landlord.

j. Tenant will, from time to time, at Landlord's request, certify the total number of Tenant employees that are working at the Premises in agencies and divisions occupying space at the Property under the Lease.

k. Tenant shall not utilize the Property during normal working hours for large (involving more than 20 visitors or non-campus-based employees) gatherings / conferences / meetings. The term "campus-based" means employees of Tenant who are permanently based in work space located in the Premises. If such meetings are desired, permission must be obtained from Landlord. Permission may be granted if it is determined that Tenant has an appropriate plan for providing alternate transportation for visitors and non-campus-based employees to the Property that does not require the utilization of parking facilities.

l. Tenant acknowledges and agrees that Tenant's employees' and visitors' vehicles that are found parked in prohibited parking areas shall be subject to towing by Landlord at owner's expense after consultation with the Commissioner of Buildings and General Services, unless such prohibited parking presents a life and safety risk, directly impacts Landlord's operations and maintenance activities, or impedes traffic flow, whereupon Landlord will tow at its own discretion.

m. Tenant agrees, at Landlord's request, to take immediate action to enforce compliance with parking restrictions and requirements.

n. Landlord agrees to consider Tenant's concerns with regard to locating of reserved, guest or other specialty spaces so as to allow Tenant and Tenant's guests reasonable access to the Building.

o. Landlord agrees to have the majority of the parking areas snow plowed by 6:00 AM on Monday through Friday to Landlord's normal Property standards, excepting holidays observed by Landlord and Tenant.

p. Landlord may, at any time, construct and operate parking checkpoints to enable it to implement the terms and conditions of this Agreement.

q. Subject to Landlord's right to restrict same in the future, Landlord agrees to provide a total of 12 reserved parking spaces for Tenant. An additional four (4) spaces shall be provided (for a total of 16 reserved spaces) at Tenants' request, should future needs arise. Spaces shall be located in reasonably convenient locations designated by Landlord.

r. Alternative Parking Plan

Notwithstanding the foregoing, at any time during the term of the Lease, Landlord may designate dedicated exclusive parking areas for Tenant's and Landlord's employees and visitors as follows.

i. The number of parking spaces allocated to Tenant and Landlord shall be based on the following formula ("**Allocation Formula**") derived as follows:

Total parking		1,500
Divided by total of Tenant Employee Occupancy and Landlord Employee Occupancy: 950 + 816 =		1,766
Equals		.8494 spaces per employee
Tenant's share:	816 x .8494 =	693 spaces
Landlord's share:	950 x .8494 =	807 spaces

ii. The Tenant designated visitor parking spaces shall be located on the sidewalk curbing in front of the Davis Building and the Landlord designated visitor parking spaces shall be located on the sidewalk curbing in front of the Main Building.

iii. Landlord designated employee parking spaces shall be located in parking areas first located at the access road to the Property from National Life Drive, extending in front of the Main Building. The Tenant designated employee parking spaces shall extend thereafter in front of the Davis Building and Dewey Building.

31. LANDLORD ACCESS

Upon reasonable notice to Tenant (except in the case of an emergency), Landlord may enter the Premises at reasonable hours to show same to prospective purchasers, mortgagees, or tenants, to inspect the Premises to see that Tenant is complying with all its obligations hereunder, to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining Property. In any such entry, Landlord shall use its best efforts not to interfere with Tenant's usual course of business.

Landlord's personnel shall have general access through the Premises to those Building areas that are not included in the Premises such as, for example, but not as a limitation:

a. Davis Building loading dock (which loading dock shall be also available for use by Tenant)

b. Dewey Building loading dock (which loading dock shall also be available for use by Tenant)

c. Computer facilities and other space located in the Davis Building.

Furthermore, Landlord herein reserves access through the reception lobby located between the Main Building and the Davis Building to the hallway located on the second floor of the Davis Building, and through said hallway to the connector to the parking garage structure. Said access shall be available at all times for Landlord, it employees and visitors, designated contractors and other tenants.

32. TENANT'S CERTIFICATION

At the written request of a duly authorized representative of Landlord, Tenant will furnish a written certification pertaining to this Lease to any proposed ground lessor, mortgagee, purchaser or other party that has acquired or proposes to acquire any interest in the Property or any portion thereof or to any party that has a legitimate interest in such matters. Such confirmation shall include such matters as Landlord shall reasonably request including, without limitation, the due execution of this Lease by Tenant; the continuation of same in full force and effect; the Commencement Date and other matters concerning the original term or any renewal hereof; the date to which Rent has been paid; the existence or absence of any defaults hereunder on the part of Landlord or Tenant and the nature thereof; the existence or absence of any defenses or rights of setoff held by Tenant; and such other matters as a prudent investor would reasonably seek to know about the lessees of a building in which such investor may be considering an investment.

33. MORTGAGEE PROTECTION

This lease shall be subordinate to all mortgages now or hereafter granted by Landlord covering the Premises. If requested in writing by any mortgagees, Tenant agrees to give any mortgagees, by Certified or Registered Mail, a copy of any Notice of Default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing, (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to

commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being diligently pursued.

34. TELEPHONE AND COMMUNICATIONS

Tenant shall supply its own telephones, computers and other office equipment, non-leased furniture and personalty. Landlord shall provide and maintain communications and data wiring of the type and capacity currently in place in the Premises (together "**Data Wiring**") to the wiring closets located in the Premises. Landlord shall allow Tenant to use the Data Wiring located in the Premises. Additional distribution and replacement of Data Wiring from these closets shall be at the cost of Tenant and shall be considered an Additional Charge under this Lease. Additional distribution or replacement of Data Wiring shall be performed to Landlord's building standards by Landlord or its approved contractors only. All Data Wiring provided hereunder by Landlord shall be maintained, repaired (except for damage caused by Tenant) and replaced by Landlord at its expense.

35. SURRENDER OF PREMISES

a. Surrender of Premises. At the end of the term, or any other termination, Tenant will return the Premises in good, clean condition and operating order. Damage by ordinary wear and tear is excepted to the extent that it is not part of Tenant's obligation to maintain and replace as specified herein. Damage to the Premises caused by removal of any improvements installed by Tenant will be repaired by Landlord and paid for by Tenant.

b. Surrender or Removal of Alterations. Unless removal is required under this Section, all alterations or improvements made or installed by Tenant will become the property of Landlord and will be surrendered with the Premises at the end of the Lease term or other termination, without payment or other compensation from Landlord to Tenant. Tenant's machinery, non-leased furniture, office equipment, and personalty, unless it is fixed to the Premises so that it cannot be removed without material damage, remains the property of Tenant and may be removed by Tenant, subject to restoration of the condition of the Premises as provided for hereunder.

36. EXTENSION OPTION

Provided that Tenant is not in default of any provision of this Lease, Tenant shall have the option to extend the Lease under the same terms and conditions as set forth herein for five (5) additional years (or for such lesser time as Landlord may agree to accept in its sole discretion) by giving written notice thereof to Landlord no later than six (6) months prior to the expiration of the initial term of the Lease (the "**Extension Term**"):

Davis - 5 Year
Extension Period

Year	Dates	Size	Rate / SF	Annual Rent	Monthly
13	2031-32	129,178	$21.13	$2,729,531	$227,461
14	2032-33	129,178	$21.55	$2,783,786	$231,982
15	2033-34	129,178	$21.98	$2,839,332	$236,611
16	2034-35	129,178	$22.42	$2,896,171	$241,348

17	2035-36	129,178	$22.87	$2,954,301	$246,192
18	2036-37	129,178	$23.33	$3,013,723	$251,144
19	2037-38	129,178	$23.80	$3,074,436	$256,203
20	2038-39	129,178	$24.28	$3,136,442	$261,370
21	2039-40	129,178	$24.77	$3,199,739	$266,645
22	2040-41	129,178	$25.27	$3,264,328	$272,027

Dewey 1 - 10 Year
Extension Period

Year	Dates	Size	Rate / SF	Annual Rent	Monthly
13	2031-32	21,049	$13.94	$293,423	$24,452
14	2032-33	21,049	$14.22	$299,317	$24,943
15	2033-34	21,049	$14.50	$305,211	$25,434
16	2034-35	21,049	$14.79	$311,315	$25,943
17	2035-36	21,049	$15.09	$317,629	$26,469
18	2036-37	21,049	$15.39	$323,944	$26,995
19	2037-38	21,049	$15.70	$330,469	$27,539
20	2038-39	21,049	$16.01	$336,994	$28,083
21	2039-40	21,049	$16.33	$343,730	$28,644
22	2040-41	21,049	$16.66	$350,676	$29,223

Dewey 2 - 10 Year
Extension Period

Year	Dates	Size	Rate / SF	Annual Rent	Monthly
13	2031-32	19,462	$19.02	$370,167	$30,847
14	2032-33	19,462	$19.40	$377,563	$31,464
15	2033-34	19,462	$19.79	$385,153	$32,096
16	2034-35	19,462	$20.19	$392,938	$32,745
17	2035-36	19,462	$20.59	$400,723	$33,394
18	2036-37	19,462	$21.00	$408,702	$34,059
19	2037-38	19,462	$21.42	$416,876	$34,740
20	2038-39	19,462	$21.85	$425,245	$35,437
21	2039-40	19,462	$22.29	$433,808	$36,151
22	2040-41	19,462	$22.74	$442,566	$36,880

Rack - 10 Year
Extension Period

Year	Dates	Size	Rate / SF	Annual Rent	Monthly
13	2031-32	33	$514.48	$16,978	$1,415
14	2032-33	33	$527.34	$17,402	$1,450
15	2033-34	33	$540.52	$17,837	$1,486
16	2034-35	33	$554.03	$18,283	$1,524

17	2035-36	33	$567.88	$18,740	$1,562
18	2036-37	33	$582.08	$19,209	$1,601
19	2037-38	33	$596.63	$19,689	$1,641
20	2038-39	33	$611.55	$20,181	$1,682
21	2039-40	33	$626.84	$20,686	$1,724
22	2040-41	33	$642.51	$21,203	$1,767

37. QUIET ENJOYMENT; SUCCESSORS AND ASSIGNS; ATTORNMENT

Landlord warrants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into complete and exclusive possession of the Premises and access, together with others, to the Common Areas. Landlord covenants that if Tenant pays the Rent and all other charges provided for herein, performs all of its obligations provided for hereunder and observes all of the other provisions hereof, Tenant shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Premises, without any interruptions or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof.

Except as above provided, all of the covenants, agreements, terms, conditions, provisions, and undertakings in this Lease shall inure to the benefit of, and shall extend to and be binding upon, the parties hereto and their respective successors, and assigns. Except as otherwise arising out of the provisions of Section 7 above, Tenant hereby covenants and agrees to attorn to any successor or assign of Landlord. Any such successor or assign shall likewise agree to respect the terms and conditions of this Lease and so long as Tenant is not in default hereunder, not disturb Tenant in the peaceful enjoyment of the Premises.

38. NOTICES

All notices required or desired to be given hereunder by either party to the other shall be hand-delivered to the other party or sent, postage prepaid, by certified or registered mail. All notices to the respective parties shall be addressed and sent as follows:

If to Landlord:
NATIONAL LIFE INSURANCE COMPANY
Attn: Facilities Department
National Life Drive
Montpelier, VT 05604

If to Tenant:
STATE OF VERMONT
Department of Buildings and General Services
Attn: Property Management Services
4 Governor Aiken Avenue
Montpelier, VT 05633-7001

39. REMEDIES CUMULATIVE; NO WAIVER

All rights and remedies given herein and/or by law or in equity to the parties are separate, distinct, and cumulative, and no one of them shall be deemed to be in exclusion of any of the others. No failure of either party to exercise any right or remedy given such party hereunder, or to insist upon strict

compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereto shall constitute a waiver of either party's right to later demand exact compliance with the terms hereof.

40. MODIFICATION; AUTHORITY

This Lease is the final, complete and exclusive statement of its terms and all negotiations, considerations and representations between the parties have been incorporated in this Lease. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this Lease in variance from its terms shall not be relevant or admissible in any proceeding to determine the meaning of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a written amendment signed by all of the parties hereto. The parties agree that, pursuant to the requirements stated in 29 VSA 165(c), this lease and any amendment thereto shall not be valid unless same has been approved by the State of Vermont Commissioner of Buildings and General Services.

41. LIABILITY

Landlord and Tenant mutually agree that neither shall be liable to the other, by way of indemnity or otherwise, for any and all actions, liabilities, claims, demands, damages or losses to third parties resulting from directly or indirectly out of the wrongful acts or omissions of Tenant or Landlord or their respective agents, employees, servants, or invitees. The foregoing, however, shall not limit the other duties, obligations and liabilities of the parties as set forth in this Lease.

In the event that the Premises are ever rendered untenantable for any reason whatsoever, except as resulting from actions by Landlord purposely intended to render the Premises untenantable, Landlord shall have no liability to Tenant except for abatement of Rent as provided for herein. Except as noted above, under no circumstances shall Landlord be liable to Tenant for any consequential damages resulting from the untenantability of the Premises.

42. HEADINGS

Section or other headings contained in this Lease are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Lease.

43. APPLICABLE LAW

This Lease shall be construed under the laws of the State of Vermont.

44. NO OPTION

The submission of this Lease for examination by Tenant does not constitute a reservation of or offer to lease the Premises. This Lease shall be effective only upon execution and delivery thereof by both parties.

45. DEFINED TERMS; CONSTRUCTION; GENDER

Feminine or neuter pronouns may be substituted for those of the masculine form, and the plural may be substituted for the singular number, in any place or places in which the context may require such substitution. The term "Landlord" as used in this Lease, means only the owner for the time being of Landlord's interest in this Lease; and, in the event of the sale, assignment or transfer by such owner of Landlord's interest in this Lease, such owner shall thereupon be released and discharged of all covenants and obligations of Landlord thereafter accruing.

46. RELIANCE BY TENANT ON REPRESENTATIONS

All payments made by Tenant under this Lease will be made in reliance upon the accuracy of bills, invoices, and other proofs of work presented by Landlord.

47. NO GIFTS OR GRATUITIES

Other than the demised and leased Premises, Landlord shall not give, in connection with this Lease, title or possession of anything of substantial value (including property, currency, travel, and/or educational programs) to any officer or employee of Tenant during the term of this Lease.

48. SEVERABILITY

If any term, covenant or condition of this Lease shall, to any extent be held invalid or unenforceable, the remainder of this Lease shall not be affected and each term, covenant, and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

49. USE OF ON-SITE FOOD SERVICE FACILITIES

During the term of this Lease Tenant's employees shall have non-exclusive access to the food service facilities in the Main Building during the facilities' normal business hours. It is understood that the facility is operated by a subcontractor which is an entity that is not affiliated with Landlord, and that Landlord does not exclusively control and is therefore not responsible for the policies, practices or prices of the operator. Landlord reserves the right to close the facility, either in entirety, or to the public, should Landlord no longer desire to provide such service and agrees to endeavor to provide Tenant with notice of such decision as soon as practicable after it is made, but such notice shall be provided as a courtesy only and Landlord shall incur no liability to Tenant and no other right or remedy shall arise in favor of Tenant on account of Landlord's failure to provide such notice. However, Landlord agrees that to the extent that the facility remains open and operating for Landlord's own personnel, access to the facility will be offered to Tenant's personnel on the same basis. Tenant further agrees and acknowledges that Landlord shall not be liable to Tenant or to any other party acting under or through Tenant for loss or damage to persons or property that occurs as a result of Tenant's use and subcontractor's operation of the facility.

Tenant agrees and acknowledges that Landlord reserves the right to restrict access to the food service facilities from time to time, including for holiday banquets and other business functions. In such events, Landlord will endeavor to provide Tenant with adequate notice so that its employees can make other arrangements. Landlord further reserves the right to change the style and presentation of the food

service facilities at any time. Landlord agrees to provide one meeting per year in the cafeteria for each of the three Tenant Agencies provided that such meetings are scheduled at the Landlord's convenience and any expenses the Landlord may incur as a result of the meeting shall be paid for by Tenant as Additional Rent. In addition, for Tenant Agencies with employees traveling to the annual meetings from off Premises, Tenant agrees to require those employees to carpool to the Premises for the meetings.

50. ALCOHOLIC BEVERAGES

Alcohol shall not be served or consumed by Tenant in the Premises or in the Building without the consent of the Commissioner of Buildings and General Services as per the State Use Facility rules, and, also, without Landlord's consent. All requests for Landlord approval shall be accompanied by a certificate of insurance evidencing liquor liability coverage naming Landlord as an additional insured. Landlord reserves the right to refuse any such request in its sole discretion.

51. SECURITY RULES

Landlord may, for security purposes, establish and from time to time change rules governing access to the Buildings. Landlord has a card access security system and will provide cards and card readers for access at the door to the Premises at Tenant's request. Such cards will be provided at a cost of $20 (for originals card) and $30 (for any replacement). Landlord reserves the right to increase the costs of such cards, from time to time, based on increases in actual cost of materials and labor. Landlord agrees to provide Tenant with not less than thirty (30) days advance notice of any such increase. Tenant agrees to pay for any such cards, as an Additional Charge, promptly upon receipt of invoice for same from Landlord. Tenant agrees that its employees and visitors shall wear and visibly display security identification prescribed by Landlord at all times.

52. USE OF COMMON AREAS AND OTHER FACILITIES

Landlord shall retain full and exclusive control of all Common Areas and outdoor areas of the Property. Tenant understands and acknowledges that the Property is used as the home office headquarters for Landlord's business operations and, as such, Landlord is entitled to maintain a professional and businesslike atmosphere in the Common Areas and outdoor areas of the Property. The entrance lobby in the "Main Building" located on the Property is reserved for the exclusive use of Landlord's visitors and invitees. Other indoor and outdoor facilities shall be used only in conformance with rules and regulations prescribed by Landlord from time to time.

Tenant acknowledges that the Property includes certain specialized recreational facilities that are reserved for the exclusive use of Landlord's employees and invitees. Tenant hereby acknowledges that Tenant and its employees shall not be authorized to use any of Landlord's specialized recreational facilities, including but not limited to, use of the fitness center, shower facilities, or locker rooms in the Main Building This prohibition does not include the "Fit Pit" and associated facilities in the Dewey Building.

53. NOTICE OF ACCIDENTS/INJURY

Tenant hereby agrees that in the event of an accident and/or injury to an agent, employee or invitee of Tenant, by any cause whatsoever in, on or around the Home Office Property, Tenant

immediately upon obtaining knowledge of same, shall give written notice to Landlord of the occurrence and the facts involved such event, and shall provide Landlord with copies of all filings made to insurers, the State of Vermont Worker's Compensation or Safety Commission or any other entity.

54. ELECTRONICALLY STORED DOCUMENTS

The parties agree that this Lease and any amendments hereto may be stored and later reproduced by electronic means, in which case Landlord's and Tenant's signatures as they appear on such reproduction shall be deemed to be original. The parties agree that any such reproduction of this Lease or copy made by photostatic process shall have the same legal effect and admissibility as the original document.

55. BILLING

Landlord's failure to prepare and deliver any invoice, bill or statement under the Lease shall not be deemed to be a waiver of or cause Landlord to forfeit or surrender its rights to collect, any rent or any Additional Charge which may have become due during the term of the Lease.

56. COMPLIANCE WITH LAWS

Landlord agrees that it shall be bound by and comply with the requirements contained in 32 VSA 3113 (d), and certifies under the pains and penalties of perjury that, as of the date this Lease is signed, Landlord is in good standing with respect to (or is in full compliance with a plan to pay) all taxes administered by the Commissioner of Taxes due the State of Vermont. Landlord further agrees, to the extent applicable to its activities as Landlord under this Lease, but excluding its other business activities, that it shall be bound by and comply with the applicable requirements of 21 VSA 495a and 20 VSA Chapter 174.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Lease under seal as of the day and year first above written.

LANDLORD

NATIONAL LIFE INSURANCE COMPANY

LS
Duly authorized representative

STATE OF VERMONT

COUNTY OF WASHINGTON SS.

At Montpelier in said County, on this 9th day of July, 2019, personally appeared Sarah VanBeck, who acknowledged this instrument, by him/her sealed and subscribed, to be his /her free act and deed and the free act and deed of National Life Insurance Company.

Before me, Jannice D. Ellis
Notary Public
My commission expires: 1-31-21

LS
Duly authorized representative

STATE OF VERMONT

COUNTY OF WASHINGTON SS.

At Montpelier in said County, on this 9th day of July, 2019, personally appeared Robert Cotten, who acknowledged this instrument, by him/her sealed and subscribed, to be his /her free act and deed and the free act and deed of National Life Insurance Company.

Before me, Jannice D. Ellis
Notary Public
My commission expires: 1-31-21

TENANT

DEPARTMENT OF BUILDINGS AND GENERAL SERVICES, STATE OF VERMONT

_____ LS
Commissioner

STATE OF VERMONT

COUNTY OF WASHINGTON SS.

At Montpelier in said County, on this 2nd day of July, 2019, personally appeared CHRIS COLE who acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the State of Vermont.

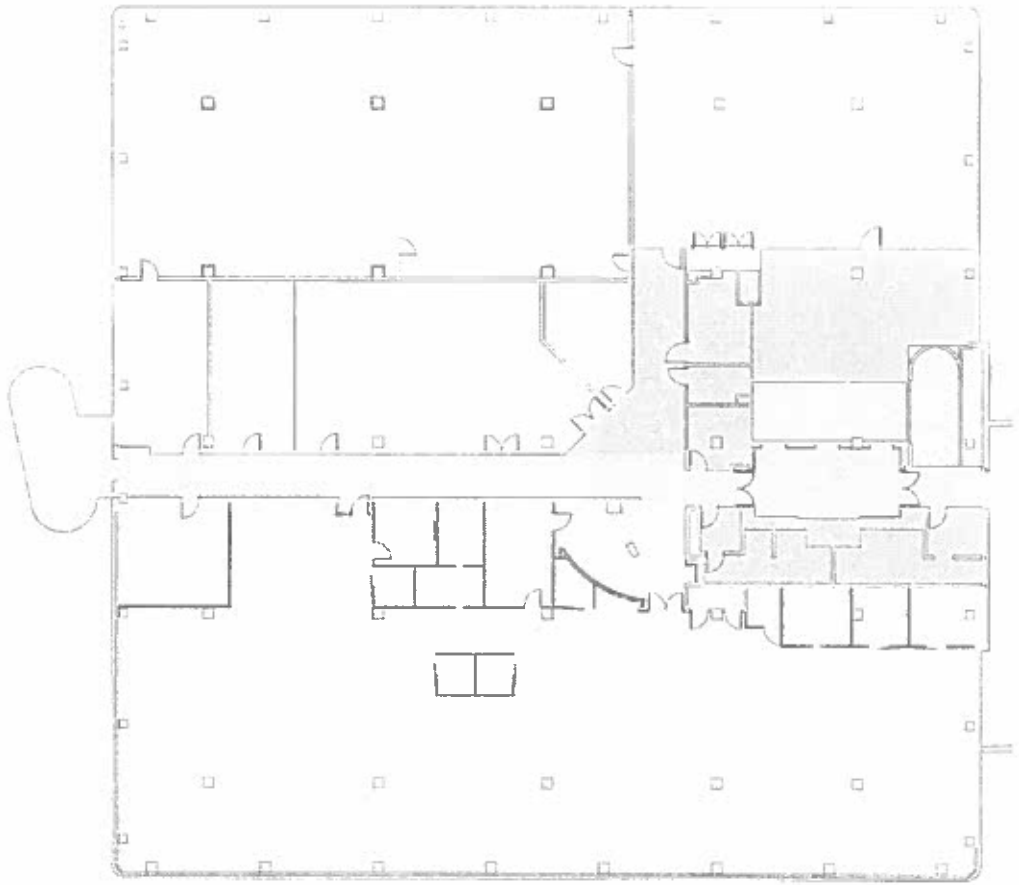
Before me, Judy Brunean
Notary Public

My commission expires: 01/31/21

EXHIBIT A

DESCRIPTION OF PREMISES
(Plans)

(Plans follow after this page)



VERTICAL PENETRATIONS
942 SQUARE FEET

STATE OF VERMONT
11,456 SQUARE FEET

NATIONAL LIFE
7,480 SQUARE FEET

FLOOR SERVICE AREA
2,311 SQUARE FEET

BUILDING SERVICE AREA
1,436 SQUARE FEET

0 5' 10' 20'

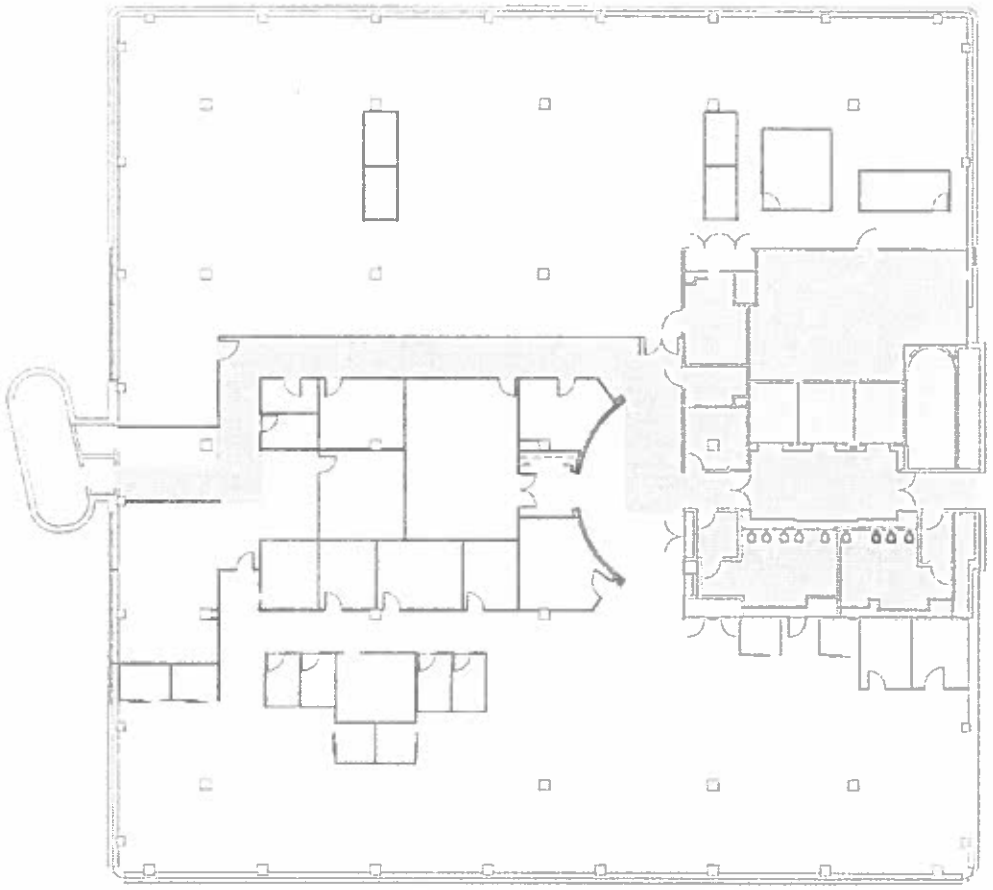
SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 1

November 11, 2018

TBJC



VERTICAL PENETRATIONS
903 SQUARE FEET

STATE OF VERMONT
19,104 SQUARE FEET

FLOOR SERVICE AREA
3,787 SQUARE FEET

0 5' 10' 20'

SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 2

November 11, 2018

FILE

VERTICAL PENETRATIONS
983 SQUARE FEET

STATE OF VERMONT
19,632 SQUARE FEET

FLOOR SERVICE AREA
2,724 SQUARE FEET

BASE BUILDING CIRCULATION
679 SQUARE FEET

0 5' 10' 20'

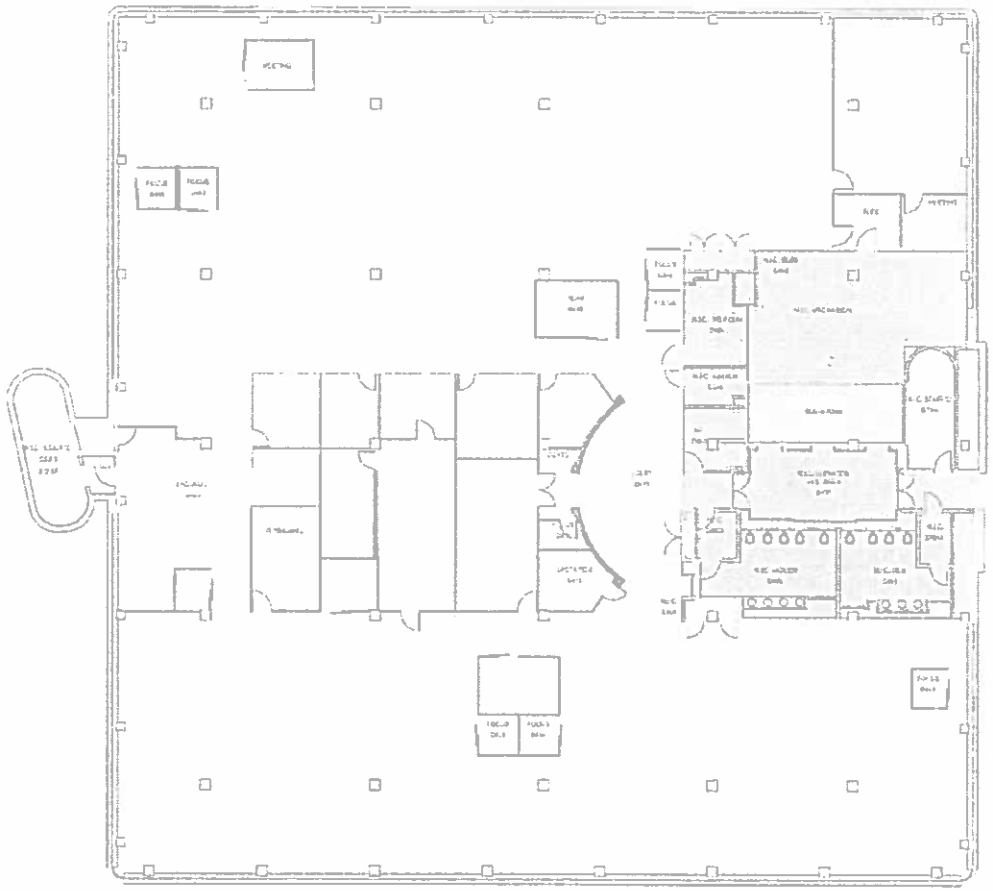
SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 3

November 11, 2018

NLIC



VERTICAL PENETRATIONS
903 SQUARE FEET

STATE OF VERMONT
19,455 SQUARE FEET

FLOOR SERVICE AREA
2,730 SQUARE FEET

BASE BUILDING CIRCULATION
727 SQUARE FEET

0 5' 10' 20'

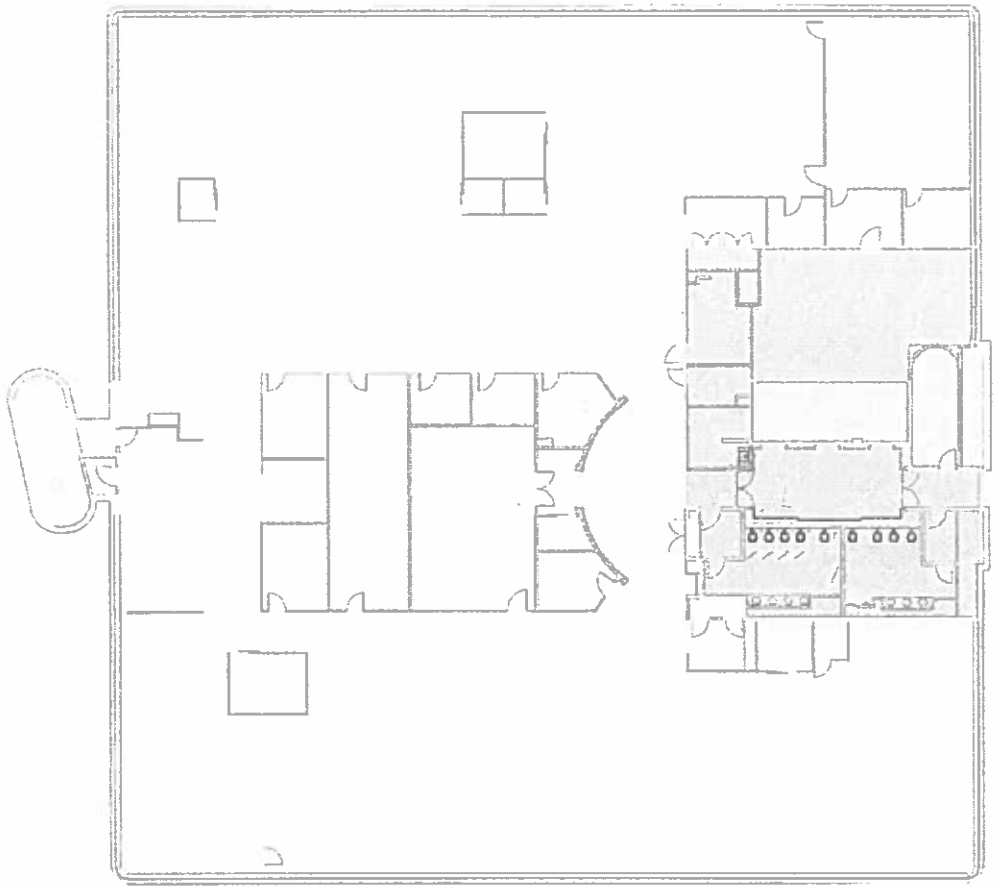
SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 4

November 11, 2018

TILIC



VERTICAL PENETRATIONS
903 SQUARE FEET

STATE OF VERMONT
19,486 SQUARE FEET

FLOOR SERVICE AREA
2,720 SQUARE FEET

BASE BUILDING CIRCULATION
726 SQUARE FEET

0 5' 10' 20'

SBA

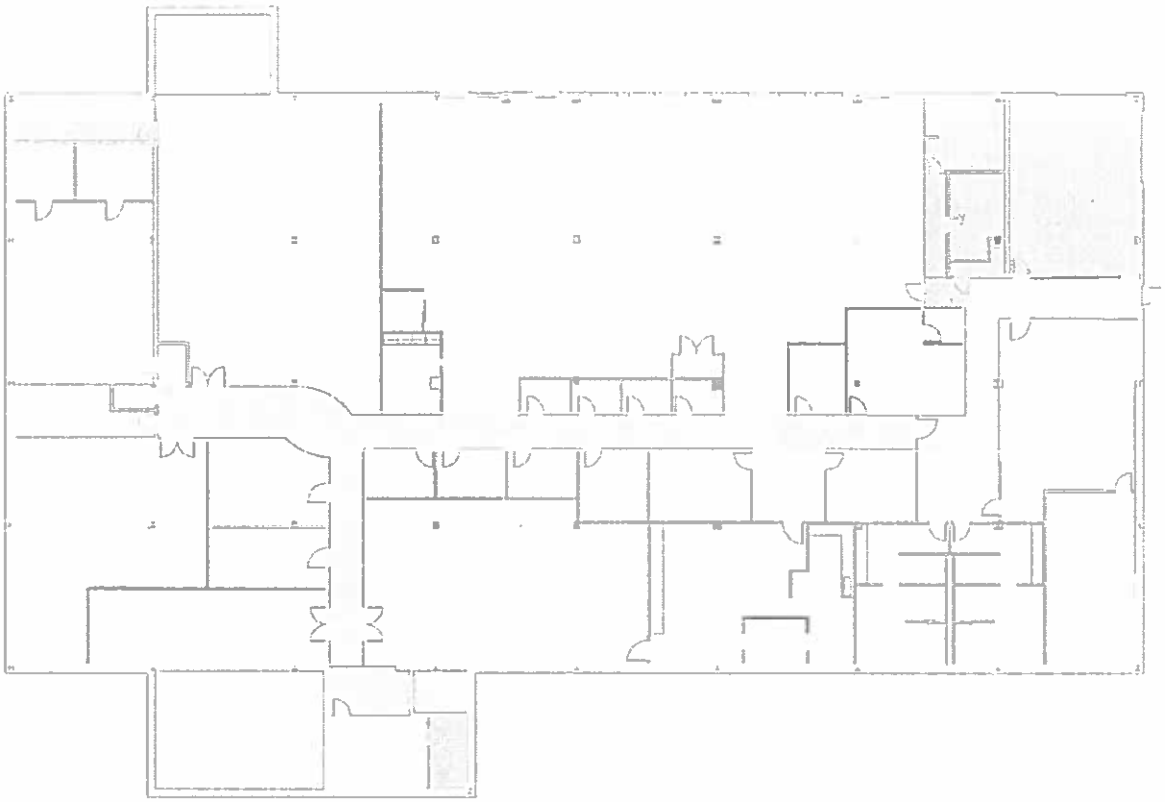
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 5

November 11, 2018

NLIC



NATIONAL LIFE	BASE BUILDING CIRCULATION	STATE OF VERMONT	FLOOR SERVICE AREA
1,072 SQUARE FEET	2,213 SQUARE FEET	15,557 SQUARE FEET	1,552 SQUARE FEET

0 5' 10' 20'

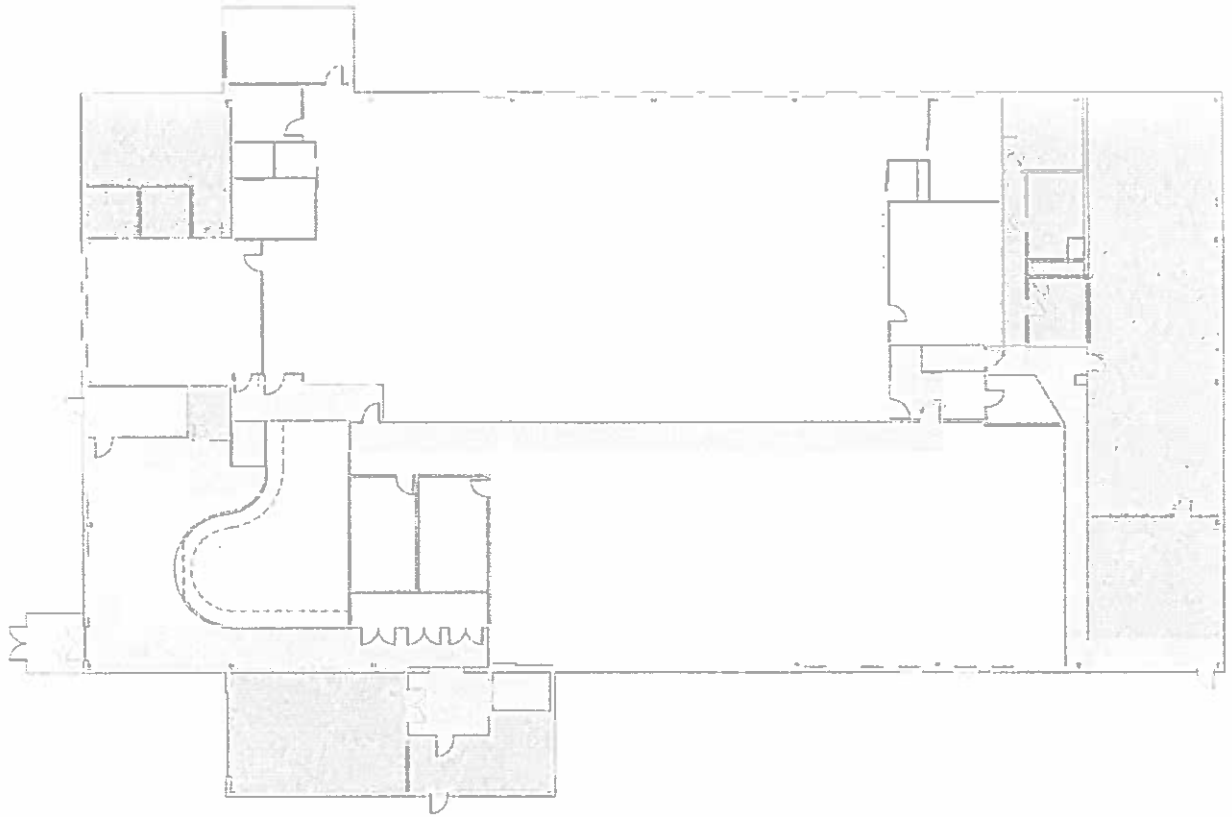
SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DEWEY BUILDING
Montpelier, VT

BOMA B ~ LEVEL 1

June 13, 2019

NLIC



BASE BUILDING CIRCULATION
2,630 SQUARE FEET

VERTICAL PENETRATIONS
275 SQUARE FEET

STATE OF VERMONT
14,394 SQUARE FEET

FLOOR SERVICE AREA
4,554 SQUARE FEET

0 5' 10' 20'

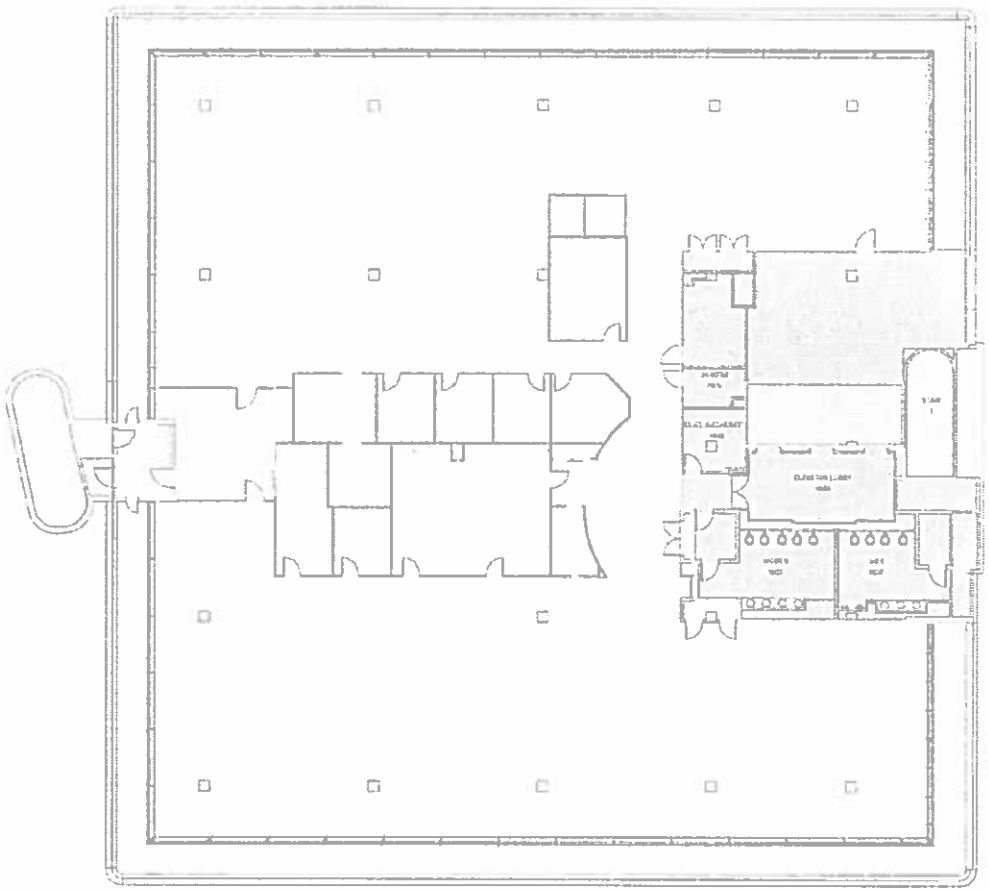
SBA
Smith / Buckley Architects
431 Pine St. S.e. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE ~ DEWEY BUILDING
Montpelier, VT

BOMA B ~ LEVEL 3

June 13, 2019

NLIC



VERTICAL PENETRATIONS
915 SQUARE FEET

STATE OF VERMONT
15,215 SQUARE FEET

FLOOR SERVICE AREA
2,698 SQUARE FEET

BASE BUILDING CIRCULATION
754 SQUARE FEET

0 5' 10' 20'

SBA
Smith / Buckley Architects
431 Pine St. Ste. 210
Burlington, VT 05401
802-540-0323

NATIONAL LIFE - DAVIS BUILDING
Montpelier, VT

BOMA B ~ LEVEL 6

November 11, 2018

M.I.C.

EXHIBIT B

RULES AND REGULATIONS

1. No advertisement, or other notice, shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except of such order, size and style, and at such places as shall be designated by Landlord.

2. The sidewalks, entry passages, corridors, halls and stairways shall not be obstructed by tenants, or used by them for any purpose other than for ingress and egress. The windows shall not be covered or obstructed by tenants. The toilets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, or other obstructing substances shall be thrown therein. Any damage resulting to them, or to associated systems, from misuse shall be repaired by Landlord at the expense of tenants who, or whose employees or invitees, shall cause such damage.

3. No tenant shall do or permit to be done or kept in the Premises anything which shall in any way obstruct or interfere with the rights of other tenants or Landlord's employees or in any way injure them. Tenants, their employees and invitees, shall maintain order in the Building, shall not make or permit any improper noise in the Building or interfere in any way with other tenants or those having business with them.

4. No animals (other than those assisting disabled persons) shall be allowed in the office, halls, corridors or elsewhere in the Buildings.

5. No painting shall be done, nor shall any alterations be made to any part of the Building by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the walls, floors or ceilings, nor shall any connection be made to the electric wires or electric fixtures, without 's consent in writing on each occasion. Reasonable wear and tear excepted, all glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and, when any part thereof shall be broken, Tenant shall reimburse Landlord for the replacement or repair of same and shall be left whole and in good repair. Tenant shall not injure, overload or deface the Building, the woodwork or the walls of the Premises, nor carry on upon the Premises any noisome, noxious, noisy, or offensive business.

6. Tenants shall not install or operate any electrical heating device, steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business thereon, or do any cooking thereon, or use or allow to be used upon the Premises oil, burning fluids, camphene, gasoline or kerosene for heating, warming or lighting. No article deemed extra hazardous and no explosives shall be brought into said Premises. No hazardous or offensive gases or liquids will be permitted.

7. If tenants desire blinds or window covering of any kind over the windows, they must be of such shape, color and material as prescribed by Landlord, and shall be erected with Landlord's consent and at the expense of tenants. No awnings shall be placed on the Building.

8. Landlord reserves the right to prescribe such other Rules and Regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises and the Property, and for the preservation of good order therein.

9. Substantial violation of these rules, or any amendments thereof or additions thereto, shall be sufficient cause for termination of this Lease at the option of Landlord, after notice and opportunity to cure as provided for in the Lease.

10. Landlord plans and executes occasional fire alarm evacuation tests at the Property. Tenant shall participate in such training exercises including lockdown and orderly evacuation drills.

11. Tenants shall abide by all recycling and composting Rules and Regulations adopted by Landlord.

12. Except as otherwise specifically authorized by Landlord, alcohol shall not be served or consumed in the Premises or in the Building. All requests for Landlord approval shall be accompanied by a certificate of insurance evidencing liquor liability coverage naming Landlord as an additional insured. Landlord reserves the right to refuse any such request in its sole discretion.

13. Landlord's tobacco policy prohibits use of all forms of tobacco in the Premises or on the Property.

14. Landlord's designated contractors shall be the only food service or catering providers used in the Premises. For purposes of these Rules and Regulations, "food service or catering" means: an event taking place in connection with tenant's Premises at the Property which involves: the on-site preparation of food; or the setup of chairs and tables for meals; or the setup of workstations for the preparation or presentation of food or beverages; or the provision of services for cleanup after a food/beverage event. Notwithstanding the foregoing, tenant shall be entitled to provide, at its own risk, food and beverage services for its own functions provided the cost for same does not exceed $250 per event.

15. Landlord will not provide conference rooms for rent or usage for tenants in Landlord occupied space.

EXHIBIT C

FURNITURE AND SPACE RECONFIGURATION RATES

	Standard Rate	Special Rate*
Electrician	$50.40	$63.60
Roads and Grounds	$44.40	$56.40
Custodian	$25.00	$32.00
Custodian (Supervisor)	$29.00	$38.00
HVAC Technician	$44.40	$56.40
Carpenter	$38.40	$50.40
Plumber	$44.40	$56.40
Telephone Technician	$44.40	$56.40
Furniture Installer/Setup	$34.20	$46.80
Office Space Designer	$69.60	$82.80
Project Management	$75.60	$88.80
Contractor (Installing sprinkler heads)	$88.80	$127.20
Contractor (Installing variable air volume controls)	$88.80	$127.20

Landlord agrees that the herein set forth rates will not be increased without less than 30 days written notice to Tenant and in no event shall such increase average to be greater than 3% per annum for each year during the term of the Lease.

*Overtime, holidays or after hours.

EXHIBIT D

LIST OF AGENCIES AND DIVISIONS AT INITIAL OCCUPANCY

The following agencies and divisions, as constituted as of the date of this Lease are permitted occupants of the premises under this Lease. All other agencies, divisions, department, offices or programs of Tenant presently existing outside of the below named agencies and divisions must receive Landlord approval before operating or taking occupancy in the Premises. Any new agency, division, department, office or program, must receive Landlord approval before operating or taking occupancy in the Premises. Agencies, divisions, department, offices or programs, that are intended to provide services to large numbers of visitors (non campus based employees), such as the Center for Achievement in Public Service (CAPS), or other agencies, divisions, department, offices or programs that would generate large parking requirements, shall not operate in or occupy the Premises without Landlord's approval.

Agency of Commerce and Community Development
Agency of Natural Resources
Agency of Education
Agency of Transportation (The Agency of Transportation will be moving off of the premises within the year of the commencement of this lease.)
Department of Human Resources ("**DHR**")(but only to the extent that such DHR personnel are directly connected to the other approved tenants on this list)
Agency of Digital Services (but only to the extent that such ADS personnel are directly connected to the other approved occupants on this list)